

Nottingham Community Television Policies and Procedures Manual

First Edition

Approved: November 09, 2009

SELECTMEN'S OFFICE

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Revisions

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|---------------|--|
| February 2009 | Preliminary Edition – <i>Initial release</i> |
| June 2009 | Revision A - <i>Added live programming, school broadcasting, appendix D and E.</i> |
| November 2009 | Revision B - <i>Added BOS comments.</i> |

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Introduction

1.1.0 Purpose of this Manual

- 1.1.1 Provide a set of policies and procedures that enables the Nottingham, NH community to become involved in Nottingham Community Television (NCTV).
- 1.1.2 These policies and procedures shall remain in effect until the Nottingham Board of Selectmen approves a revised edition of the policies and procedures by which NCTV will operate.
- 1.1.3 All material in this manual is subject to adoption and amendment by the Board of Selectmen.
- 1.1.4 The Nottingham Board of Selectmen reserves the right to waive any self-imposed regulation when such a waiver is judged to be in the public interest.

1.2.0 Nottingham Community Television

- 1.2.1 NCTV is Nottingham's local community access television station, normally referred to as PEG access. PEG access is an acronym for "Public", "Education", and "Government" programming. You can view NCTV programming on Channel 22 if you have Cable TV.
- 1.2.1a The mission of NCTV is to provide a forum for access to, and awareness of, public, education, and government community information.
- 1.2.2 NCTV is the result of the franchise agreement between the Town of Nottingham and the local cable company, Comcast.
- 1.2.3 NCTV is located at 139 Stage Rd. Nottingham, NH 03290. The phone number is 603-679-5022, fax 603-679-1013.
- 1.2.4 NCTV is currently governed by the Nottingham Board of Selectmen. The BOS shall oversee the policies of NCTV and ensure all segments of the community - schools, government, and the public - are being served.

1.3.0 NCTV Facilities

- 1.3.1 Community Bulletin Board (CBB)
Non-profit organizations, not-for-profit groups, educational, and government agencies may use NCTV's bulletin board for public service announcements.
- 1.3.2 Channel 22, Nottingham's only public access channel, will broadcast all Public, Educational, and Government programming as well as the community bulletin board.

1.4.0 NCTV Personnel

1.4.1 Town Administrator

The Nottingham Town Administrator is responsible for the operational duties of the station which include maintaining the equipment, managing the weekly programming, updating the bulletin board, providing production training to the community, assigning volunteer duties, supervising volunteer staff and community members on the premises of NCTV and enforcing these policies and procedures. The Nottingham Town Administrator is also responsible for promoting the station by encouraging Town government departments, schools, non-profit organizations and town residents to use the facility for public, educational and government programming.

1.4.2 Other NCTV personnel include trained producers, and as an extension, the equipment sales providers and installers for training and repair purposes.

Policy

2.1.0 Eligibility Requirements for Use of NCTV

2.1.1 Use of NCTV channels and facilities are free of charge to community members. Community members include residents of Nottingham, town and school employees, and non-profit community organizations located in Nottingham. Members of non-profit community organizations located in Nottingham who are not Nottingham residents may participate in organizational sponsored productions only.

2.1.2 Other than individuals acting in the capacity of on air personalities, no community member will be eligible to use the facility or the equipment until they have successfully completed appropriate training. Training in the proper use and care of the equipment will be provided by the town administrator, the equipment sales provider or qualified NCTV personnel as directed by the town administrator.

2.1.3 Use of NCTV facilities and equipment is a privilege that can be suspended or revoked if the station's policies and procedures are not adhered to, or if equipment or facilities are misused or abused. In addition, the rules of the building in which the studio is located must be abided by at all times.

2.1.4 NCTV via the town administrator or authorized personnel reserve the right to refuse to provide access to NCTV resources to anyone who is under the influence of alcohol or drugs; who interferes with the orderly conduct of business; who refuses to cooperate with or in any way abuses NCTV staff, volunteers, or other community producers; has misused equipment; or who has abused the privileges of NCTV.

2.1.5 Use of NCTV facilities or equipment for personal use is prohibited and is a major violation as outlined in 2.7.0 – Violations and Penalties.

2.2.0 Use of PEG Access

- 2.2.1 Community members have the right to have a program, that they produce or endorse, broadcast at least once, provided they have met the requirements of the Statement of Compliance as described in 2.5.1 stating said program is within the guidelines set forth by the Cable Act of 1984 and does not violate these policies or any federal, state or local ordinances.

2.3.0 Statement of Non-Discrimination

- 2.3.1 No community member or group shall be denied access to the NCTV channels or facilities on the basis of race, color, sex, age, disability, religious or political belief, or sexual orientation.

2.4.0 Equal Opportunity

- 2.4.1 PEG access is required to offer equal opportunity to the community. PEG access is not required to offer equal time on its channel. By definition, the **equal-time rule** specifies that U.S. radio and television broadcast stations must provide an equivalent opportunity to any opposing political candidates who request it. This means, for example that if a station gives one free minute to a candidate on the prime time, it must do the same for another candidate.
- 2.4.2 Any trained community member can produce programming. Those not wishing to be trained can endorse programming that is within the guidelines of these policies and conforms to the Cable Act of 1984, as well as any federal, state, and local ordinances.

2.5.0 Statement of Compliance

- 2.5.1 Producers/Endorsers must sign a NCTV statement of Compliance (Appendix A) that will be kept on file stating that any program submitted will adhere to these policies, which prohibit the following:
- Advertising material designed to promote the sale of commercial products or services other than bulletin board ads.
 - Commercial programming which in whole or in part depicts, demonstrates, or discusses products, services, or business with the intent or substantial effect of benefiting or enhancing a profit-making enterprise.
 - The direct solicitation or appeals for funds or other things of value for any and all purposes, except for non-profit organizations.
 - Material which is obscene as defined in New Hampshire RSA Chapter 650. (see Appendix C)
 - Any programming that constitutes or promotes any lottery or gambling enterprise that is in violation of any local, state, or federal laws.
 - Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local, state, or federal law.

- Material that has a reasonable probability of creating an immediate danger or damage to property, injury to persons, or creating a public nuisance.
- Material that has a reasonable probability of causing the substantial obstruction of law enforcement or other governmental functions or services.
- Advertising which endorses or opposes candidates for public office which could be or is also intended to be presented as a paid political advertisement on other media.

2.5.2 “See Appendix A for producer’s/endorser’s NCTV Certificate of Compliance.”

2.6.0 Commercial Use

2.6.1 Use of NCTV facilities or equipment exclusively for commercial use is prohibited. All programming produced with NCTV resources must be available for broadcast on NCTV meeting the requirements of the Statement of Compliance. See 2.5.0

2.7.0 Violations and Penalties

In order for the policies of NCTV to be effective, and to keep operations running smoothly, a penalty system has been instituted. There are two (2) types of violations that can result in restrictions on a community member. The Nottingham Town Administrator is authorized to issue warnings and suspensions of use of equipment and use of facilities.

2.7.1 Major Violations

2.7.1.a. Major violations will result in the following series of actions:

- First violation - immediate ninety (90) day suspension from utilizing equipment and facilities.
- Second violation - permanent forfeiture of privileges.

2.7.1.b Major violations include but are not limited to:

- Unauthorized use of facilities or equipment.
- Harassment of personnel and/or volunteers.
- Falsifying forms including the NCTV Statement of Compliance.
- Taking or reserving equipment without staff permission.
- Abuse of equipment, including attempted repair, and/or reconfiguration of or changing wiring.
- Providing false statements and/or false information regarding NCTV and its programming to press or electronic media.
- Tampering with or modifying another producer’s project or a public meeting.

2.7.2 Minor Violations

2.7.2.a Minor violations will result in the following series of actions:

- First violation - written warning.
- Second violation - thirty (30) day suspension
- Third violation - ninety (90) day suspension
- Fourth violation - permanent suspension.

2.7.2.b Minor violations include but are not limited to:

- Failure to cancel reservations in accordance with policy.
- Late pick-up or return of equipment without notification and approval.
- Repeated mishandling of equipment.
- Eating, drinking, or smoking in restricted areas.
- Failure to clean-up after use of facilities.
- Handling off-limits equipment or being in off-limits areas.
- Loitering.
- Disregarding NCTV's policies and/or procedures.

2.8.0 Producing a program

The producer is the person ultimately responsible for a program's content and fate. As the primary person responsible for production, the producer is responsible for coordination of schedules, facilities, equipment. The producer may appoint a director as required. The producer determines the program's main objectives. See Appendix D (pre-recorded broadcasting) and Appendix E (live broadcasting) for more information regarding production of programs.

- 2.8.1 The copyright and ownership of any program produced by a community producer belongs to that producer. Producers bear sole responsibility for the content and materials used in all programs live or recorded. Producers must sign the NCTV Statement of Compliance.
- 2.8.2 The raw footage accumulated for a program belongs to the program's producer. However, it will be retained for his/her use only until the final edited program has been cablecast once, at which time the raw footage tape(s) will be recycled.
- 2.8.3 The use of the NCTV name or any part of it intended to identify the program as a production of NCTV is strictly prohibited.
- 2.8.4 No one associated with NCTV may edit any part of a public meeting. Failure to comply with this rule will constitute a Major Violation. See 2.7.1

2.9.0 Producing Election Campaign Videos

- 2.9.1 All political candidates and political organizations supporting a political candidate and/or a ballot initiative or warrant article appearing on the next scheduled town ballot shall receive equal treatment in the access and use of the NCTV Studio and facilities in the production and airing of campaign program, as long as a Nottingham resident is involved in the production.
- 2.9.2 Individual candidates and opponents of issues appearing on the upcoming ballot, including but not limited to warrant articles, will be informed as to how they can create their own election campaign program in the studio utilizing volunteers. Such election campaign programs and warrant article programs shall not exceed 30 minutes per program.

- 2.9.3 Requests for use of equipment will be processed on a first come, first served basis. Requests for studio or equipment use should be made as soon as possible, but all candidates shall be allowed to produce programs.
- 2.9.4 Producers and candidates take responsibility for the content and accuracy of their videos by signing a Statement of Compliance.
- 2.9.5 Each candidate's program will be scheduled for broadcast according to the provisions of part 3.2.0.
- 2.9.6 Any Candidates program not produced by a resident of Nottingham will be required to follow the same guidelines as 'Un-solicited Non-Resident' programs according to provisions of section 3.3.0.
- 2.9.7 Any candidate who feels aggrieved by a denial of any provision of this policy is encouraged to resolve difficulties WITH THE TOWN ADMINISTRATOR. Any community member wishing to appeal an action of the TOWN ADMINISTRATOR may request an appeal in accordance with part 3.5.0.
- 2.9.8 Nothing in this section shall prevent any Town governing body, Board, Commission or Committee from utilizing the NCTV facilities, staff or air time to the degree that they may deem appropriate, as long as the elected or appointed official is representing the majority opinion of their respective governing body, board, commission or committee. Officials who are in the minority and wish to produce a program on the dissenting opinion cannot be assisted by the NCTV staff for any part of the production. They may however use the NCTV facilities and trained NCTV volunteers to assist them in producing the show. This section is superseded by any 'Town Media Policy'.

2.10.0 Program Underwriters

A "program underwriter" is an individual, group, or entity who provides monetary or tangible assets to aid the production of a program. Such programs are designated as "underwritten programs."

- 2.10.1 Underwritten programs shall designate a producer who shall be subject to the same requirements (including, without limitation, the execution of a Statement of Compliance) and enjoy the same rights, and privileges, as producers and endorsers of other programming.
- 2.10.2 Commercial enterprises may underwrite programs that promote general interest in the nature of their business.

Procedures

3.1.0 Using Production Equipment (if available):

- 3.1.1 To avoid conflicts and insure fair usage, all equipment should be reserved for use by the

producer at least forty eight (48) hours in advance. As demand increases, it will be advisable to make your reservations even earlier.

- 3.1.2 To prevent monopolization of equipment by any one producer or group of producers, reservations will not be taken more than two (2) weeks in advance. The only exception will be reservations for programs that will include footage of a scheduled event. These reservations will be taken more than two (2) weeks in advance to ensure equipment availability on that particular day.
- 3.1.3 To schedule equipment reservations, contact the NCTV staff to check availability and make your reservation request.
- 3.1.4 The producer is to arrive at the NCTV facilities at the scheduled time for pick up of equipment. If the producer is going to be late, contact the Town Administrator or other designated contact. Failure to arrive on time or to contact NCTV in advance of late arrival may result in forfeiture of the reservation and is a minor violation as outlined in 2.7.2 unless there is a reasonable explanation.
- 3.1.5 The producer is to ensure the equipment is in good working order and make note of any damage or defect at the time the equipment is checked out. The producer must fill out and sign the Equipment Sign Out form (Appendix F).
- 3.1.6 Community members under the age of 18 will be required to have a parent or guardian sign the Parental Authorization Form (Appendix G) prior to any involvement with NCTV or equipment pick up.
- 3.1.7 The producer assumes full responsibility for any and all equipment that is checked out in his/her name. This personal liability includes loss or damage incurred, other than normal wear and tear, for which the producer may be charged.
- 3.1.8 To ensure equipment availability, all equipment checked out must be returned to the NCTV facility at the time specified at check out. Failure to comply is considered a minor violation described in 2.7.2.
- 3.1.9 All equipment being returned must be visually inspected and checked in by the town administrator or a NCTV staff member.

3.2.0 Scheduling a show

- 3.2.1 Schedule times for general programming is on a first come, first served basis. There is a priority list for all programming. Programs with highest priority will be scheduled and broadcast first. Town government programming such as Board of Selectman meetings, town meetings, budget committee meetings, etc. have highest priority. School programming such as school board meetings, Parent-Teacher Association meetings, etc. has next highest priority. General programming - all other programming - has lowest priority. Producers of general programs already on the schedule may yield there respective time slot(s) to another producer's program. It is their discretion. Higher priority programming may override and replace lower priority programming from the

broadcast schedule as required. Any discrepancies will be decided upon and/or resolved by the town administrator. See Appendix D and Appendix E for more information.

- 3.2.2 The NCTV system is capable of broadcasting VHS, DV, DVD, formats only.
- 3.2.3 No program produced or shown at NCTV may break copyright law. This includes the use of copyrighted music, and/or TV and film clips without permission. Copyrighted material may be used only if written permission has been obtained from the copyright owner (record company, film studio, TV station, etc.) by the producer and submitted to NCTV. The use of copyrighted material under the “fair use” guidelines will be permitted. Fair Use guidelines are defined in section 3.2.3.1.
 - 3.2.3.1 Fair Use Guidelines: One of the rights accorded to the owner of copyright is the right to reproduce or to authorize others to reproduce the work in copies or phone records. This right is subject to certain limitations found in sections 107 through 118 of the copyright law (title 17, U. S. Code). One of the more important limitations is the doctrine of “fair use.” The doctrine of fair use has developed through a substantial number of court decisions over the years and has been codified in section 107 of the federal copyright law. Section 107 contains a list of the various purposes for which the reproduction of a particular work may be considered fair, such as criticism, comment, news reporting, teaching, scholarship, and research. Section 107 also sets out four factors to be considered in determining whether or not a particular use is fair:
 - 1. The purpose and character of the use, including whether such use is of commercial nature or is for nonprofit educational purposes.
 - 2. The nature of the copyrighted work.
 - 3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole.
 - 4. The effect of the use upon the potential market for, or value of, the copyrighted work
- 3.2.4 All producers interested in doing any live programs must remember to book channel time as well as production equipment. Booking equipment for a certain day and time does not guarantee that channel time will be available and vice versa.
- 3.2.5 The producer’s and/or endorser’s signed NCTV Statement of Compliance must be on file before any program will be scheduled for broadcast.
- 3.2.6 Producers who bring in programs on their own medium are responsible for collecting the medium after it has finished being broadcast on the channel.
- 3.2.7 If a program on medium not provided by NCTV is unclaimed 48 hours after its last cablecast date, reasonable attempts will be made to contact the producer to come and collect the medium. If the producer cannot be contacted, the medium will be considered abandoned and will become the property of NCTV.
- 3.2.8 NCTV will, under no circumstances, duplicate any portion of any program tape for any third party without written approval of the producer.

3.3.0 Non-Resident Programs

Non-Resident programs are programs not produced by community members as defined in section 2.2.0.

- 3.3.1 Unsolicited Non-Resident programs broadcast on NCTV must be endorsed by one community member. This community member must sign a NCTV Statement of Compliance (Appendix A) and a 'Non-Resident Program – Request for Broadcast Form' (Appendix B).
- 3.3.2 Non-Resident programs along with its community endorsers must comply with, and meet all the requirements, governing producers and programs produced by community members and NCTV.

3.4.0 Placing Public Service Announcements (PSAs) on the Community Bulletin Board.

A PSA is an announcement intended to provide a service to the public. PSAs provide information about a non-commercial service in the public interest, announcements of upcoming public events or safety information.

- 3.4.1 Only non-profit or not-for-profit organizations, educational, and government agencies may place a PSA on the Community Bulletin Board (CBB). Political Campaign messages are prohibited.
- 3.4.2 The PSA may be presented to NCTV by any of the following methods:
Email, in person, U. S. Mail
- 3.4.3 All PSAs should include the name of the sponsor, a contact person, and phone number where the public may obtain additional information.
- 3.4.4 All PSAs must be submitted a minimum of two (2) weeks prior to the event to guarantee placement of the PSA.

3.5.0 Resolution of Disputes

When disputes or disagreements with the decisions and rulings of NCTV occur, they will be resolved in the following manner:

- 3.5.1 The complaint must be submitted in writing to the Nottingham Town Administrator within twenty-one (21) days after the dispute arises. The Nottingham Town Administrator's decision will be passed down in writing within two (2) weeks after submission.
- 3.5.2 The complainant may then request in writing, within twenty-one (21) days of the Nottingham Town Administrator's decision, an appeal in person to the Nottingham Board of Selectmen. A final decision will be communicated in writing by the Nottingham Board of Selectmen within two (2) weeks after the meeting.

3.6.0 Broadcasting from School Property

3.6.1 All school programming and program scheduling will be controlled by the school in coordination with the town administrator. The town only has one broadcast channel, channel 22, therefore coordination of scheduled broadcasts is paramount to proper use of the station. Any discrepancies will be resolved by the School Principal in coordination with the town administrator.

3.6.1 Scheduling of school based shows must follow the priority system as defined in section 3.2.1.

3.6.2. More guidelines for broadcasting from the school may be found in Appendix E.

3.7.0 Live Broadcasting

Live Broadcasting will abide by all guidelines listed above. Any discrepancies or issues will be resolved by the town administrator.

3.7.1. Guidelines on Broadcasting Live programming may be found in Appendix E.

**Appendix A:
NCTV
Statement of Compliance**

Producer/Endorser _____

Program _____

Address _____ Phone _____

I have read and agree to abide by the policies and procedures of Nottingham Community Television.

Additionally:

- 1) I am familiar with the nature of this program and accept full responsibility for its content.
- 2) I understand that the following material is prohibited, I alone am responsible (not NCTV) to make sure the program complies with the following:
 - Advertising material designed to promote the sale of commercial products or services, or material which identifies any product, service, trademark, or brand name in a manner which is not reasonably related to the non-commercial use of such a product, service, trademark, or brand name on the program.
 - Commercial programming which in whole or in part depicts, demonstrates, or discusses products, services, or business with the intent or substantial effect of benefiting or enhancing a profit-making enterprise.
 - The direct solicitation or appeals for funds or other things of value for any and all purposes except for non-profit organizations.
 - Material which is obscene as defined in New Hampshire RSA Chapter 650
 - Any programming that constitutes or promotes any lottery or gambling enterprise that is in violation of any local, state, and federal laws.
 - Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local, state, or federal law.
 - Material that has a reasonable probability of creating an immediate danger or damage to property, injury to persons, or creating a public nuisance.
 - Material that has a reasonable probability of causing the substantial obstruction of law enforcement or other governmental functions or services.
 - Campaign Advertising which endorses or opposes candidates for public office which could be or is also intended to be presented as a paid political advertisement on other media.
- 3) I have obtained all of the clearances and releases (permissions) from any and all organizations, individuals and groups that are necessary to legally tape and cablecast this program.
- 4) In recognition of the fact that neither employees or representatives of the Town of Nottingham, or Comcast are censoring the content of this program, I understand and agree to indemnify and hold harmless NCTV, the Town of Nottingham, and Comcast from any liability

or other injury (including reasonable costs of the defending claims or litigations) arising from or in connection with claims for failure to comply with any applicable laws, rules, regulations, or other requirements of local, state and/or federal authorities; for claims of libel, slander, invasion of privacy, or infringement of common or statutory copyright for unauthorized use of trademark, trade name, or service mark; for breach of contractual or other obligation owing third parties by company; and for any other injury or damage in law or equity which claims result from the producer/sponsor's use of NCTV or PEG channels.

5) I am aware that PEG channels, the NCTV studio and its equipment cannot be used for financial gain or other commercial purpose. I understand that all programs made utilizing the NCTV studio and equipment must be cablecast on one of the PEG channels unless such use has been specifically outlined as an exception in the Policies and Procedures.

The following information is agreed to at the discretion of the producer/endorser (please initial your response):

A) Does this program or series contain nudity, extreme violence or profanity?
YES ____ **NO** ____

B) Please note any specific restrictions or instructions here

Signature: _____

Date: _____

(If the producer/sponsor is a minor, a parent or legal guardian's signature is required)

Signature: _____

Date: _____

Print Name: _____

Address: _____

Phone: _____

Appendix B
Non-Resident Program
Request for Broadcast Form

Name of Endorser (Nottingham Resident): _____

Address: _____

Telephone Number: _____

Name of Program: _____

Request for Individual Program: Y / N

Request for Series Program: Y / N

Name of Producer: _____

Program Description: _____

Length of Program: _____

What is the basis for your endorsement of this program: _____

Endorser's Signature Date

Signed Compliance Form Attached

Appendix C
CHAPTER 650
OBSCENE MATTER
General Provisions
Section 650: 1

650: 1 Definitions: - In this chapter:

I. "Disseminate" means to import, publish, produce, print, manufacture, distribute, sell, lease, exhibit or display.

II. "Knowledge" means general awareness of the nature of the content of the material.

III. "Material" means any printed matter, visual representation, live performance or sound recording including, but not limited to, books, magazines, motion picture films, pamphlets, phonographic records, pictures, photographs, figures, statues, plays, dances or other representation or embodiment of the obscene. Undeveloped photographs, molds, printing plates, and the like, shall be deemed obscene material notwithstanding that processing or other acts may be required to make the obscenity patent or to disseminate it.

IV. Material is "obscene" if, considered as a whole, to the average person

(a) When applying the contemporary standards of the county within which the obscenity offense was committed, its predominant appeal is to the prurient interest in sex, that is, an interest in lewdness or lascivious thoughts;

(b) It depicts or describes sexual conduct in a manner so explicit as to be patently offensive; and

(c) It lacks serious literary, artistic, political or scientific value.

V. "Predominant appeal" shall be judged with reference to ordinary adults unless it appears from the character of the material or the circumstances of its dissemination to be designed for children or other specially susceptible audience.

VI. "Sexual conduct" means human masturbation, sexual intercourse, actual or simulated, normal or perverted, whether alone or between members of the same or opposite sex or between humans and animals, any depiction or representation of excretory functions, any lewd exhibitions of the genitals, flagellation or torture in the context of a sexual relationship. Sexual intercourse is simulated when it depicts explicit sexual intercourse which gives the appearance of the consummation of sexual intercourse, normal or perverted.

VII. "Child" means a person under the age of 18.

Source. 1971,518:1. 1976,46:3.1977,199:3.1994,60:1, eff. Jan. 1, 1995.

<http://www.gencourt.state.nh.us/rsa/html/LXII/650/650-1.htm>

09/01/2004

Section 650:2 Offenses.

CHAPTER 650
OBSCENE MATTER
General Provisions
Section 650:2

650:2 Offenses:

I. A person is guilty of a misdemeanor if he commits obscenity when, with knowledge of the nature of content thereof, he:

- (a) Sells, delivers or provides, or offers or agrees to sell, deliver or provide, any obscene material; or
- (b) Presents or directs an obscene play, dance or performance, or participates in that portion thereof which makes it obscene; or
- (c) Publishes, exhibits or otherwise makes available any obscene material; or
- (d) Possesses any obscene material for purposes of sale or other commercial dissemination; or
- (e) Sells, advertises or otherwise commercially disseminates material, whether or not obscene, by representing or suggesting "that it is obscene.

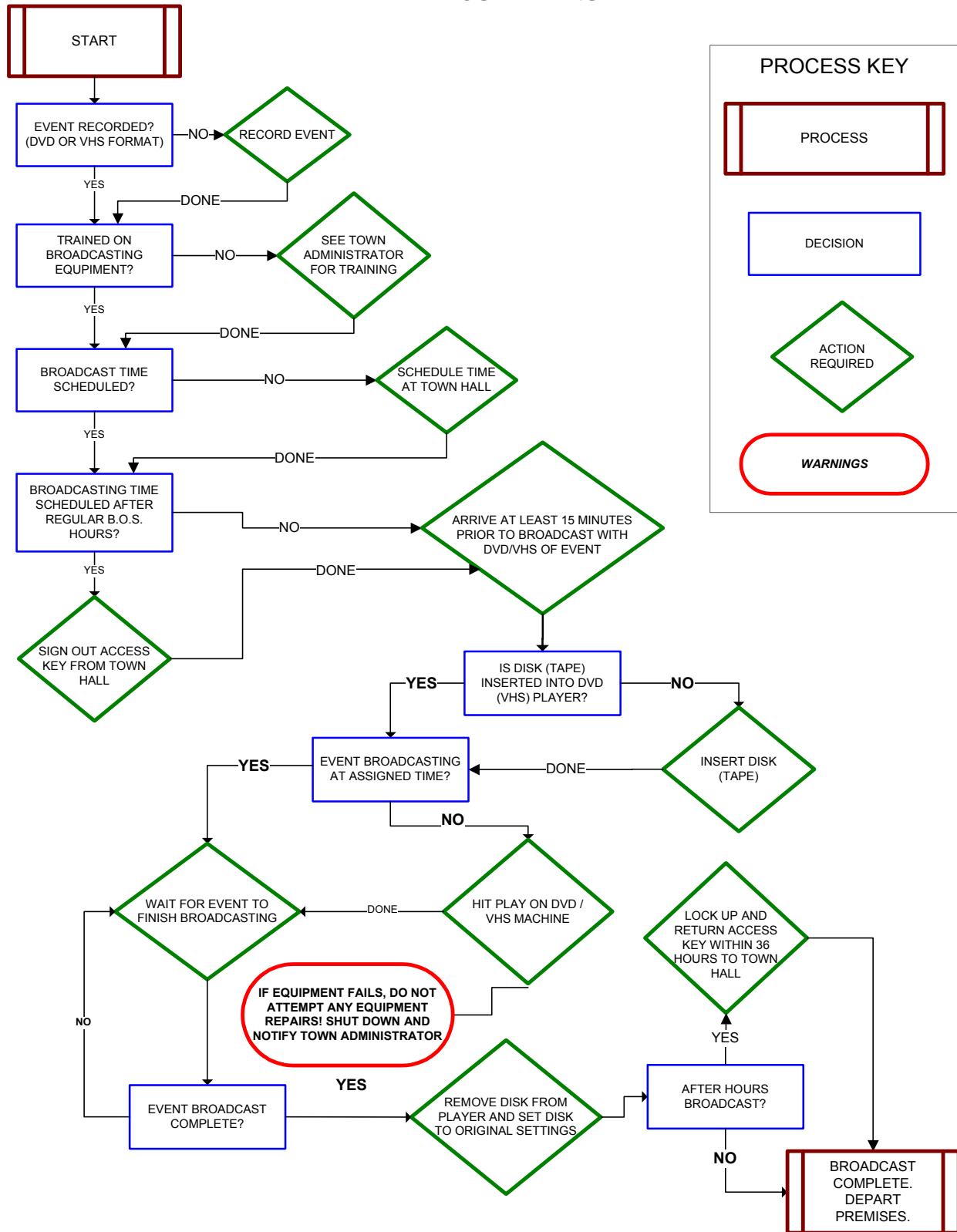
II. A person who commits any of the acts specified in subparagraphs (a) through (e) of paragraph I with knowledge that such act involves a child in material deemed obscene pursuant to this chapter is guilty of:

- (a) A class B felony if such person has had no prior convictions in this state or another state for the conduct described in this paragraph;
- (b) A class A felony if such person has had one or more prior convictions in this state or another state for the conduct described in this paragraph.

ill. For the second and for each subsequent violation of paragraph I, such person shall be guilty of a class B felony.

Source. 1971,518:1. 1976,46:4. 1977, 199:2. 1983,448:3. 1994,60:2, err. Jan. 1, 1995.

APPENDIX D BROADCASTING PRE- RECORDED PROGRAMMING

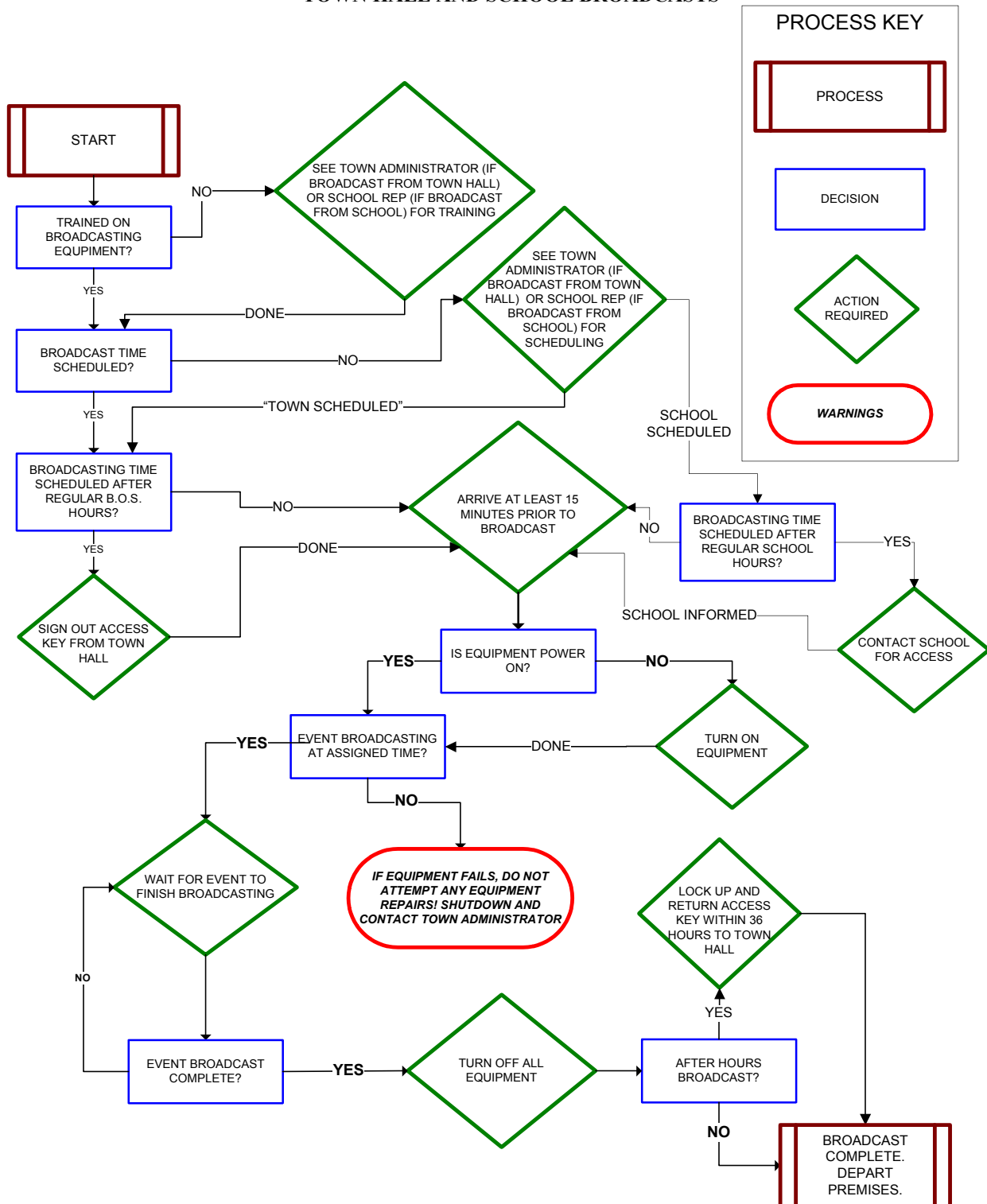


APPENDIX D CONTINUED
NOTTINGHAM COMMUNITY (NCTV)
PRE-RECORDED BROADCASTING CHECKLIST

1. CREATE PROGRAM (DVD OR VHS FORMAT) _____
2. RECEIVE TRAINING ON EQUIPMENT (FROM TA) _____
3. SCHEDULE BROADCAST WITH TA (TOWN ADMIN) _____
4. SIGN OUT ACCESS KEY (IF AFTER HOURS) _____
5. ARRIVE 15 MINUTES PRIOR TO BROADCAST _____
 - A. VERIFY THE FOLLOWING:
 - a. DVD / VHS MACHINE POWER AVAILABLE _____
 - b. MONITOR POWER AVAILABLE _____
 - B. POWER UP DVD/VHS PLAYER _____
 - C. INSERT DVD/VHS INTO APPROPRIATE SLOT _____
 - D. TIME TO BROADCAST, HIT PLAY ON PLAYER _____
 - E. VERIFY PROGRAM DISPLAYED ON MONITOR _____

PROGRAM IS NOW BROADCASTING!!
6. AFTER BROADCAST ENDS:
 - a. REMOVE DVD/VHS FROM MACHINE _____
 - b. POWER OFF DVD/VHS MACHINE _____
 - c. POWER OFF MONITOR _____
7. IF DURING NORMAL HOURS:
 - A. INFORM TOWN HALL BROADCAST COMPLETE _____
 - B. DEPART PREMISES _____
8. IF AFTER HOURS
 - A. SECURE LIGHTS _____
 - B. LOCK FRONT DOOR _____
 - C. DEPART PREMISES _____

APPENDIX E **BROADCASTING LIVE PROGRAMMING** **TOWN HALL AND SCHOOL BROADCASTS**



APPENDIX E CONTINUED
NOTTINGHAM COMMUNITY (NCTV)
LIVE BROADCASTING FROM TOWN HALL CHECKLIST

1. RECEIVE TRAINING ON EQUIPMENT (FROM TA) _____
2. SCHEDULE BROADCAST WITH TA (TOWN ADMIN) _____
3. SIGN OUT ACCESS KEY (IF AFTER HOURS) _____
4. POWER ON VIDEO CAMERA MOUNTED ON WALL _____
5. SELECT BLACK POWER ON BUTTON ON AMP _____
PROGRAM IS NOW BROADCASTING!!
6. AFTER BROADCAST ENDS:
 - a. TURN OFF POWER TO AMP _____
 - b. TURN OFF POWER TO VIDEO CAMERA _____
7. IF DURING NORMAL HOURS:
 - C. INFORM TOWN HALL BROADCAST COMPLETE _____
 - D. DEPART PREMISES _____
8. IF AFTER HOURS
 - D. SECURE LIGHTS _____
 - E. LOCK FRONT DOOR _____
 - F. DEPART PREMISES _____

NOTTINGHAM COMMUNITY (NCTV)

LIVE BROADCASTING FROM SCHOOL CHECKLIST

9. RECEIVE TRAINING ON EQUIPMENT (FROM SCHOOL) _____
10. SCHEDULE BROADCAST WITH SCHOOL _____
NOTE: SCHOOL AND TOWN WILL COORDINATE BROADCASTING SCHEDULES.
11. SIGN OUT ACCESS KEY (IF AFTER HOURS) _____
12. POWER ON VIDEO CAMERA MOUNTED ON WALL _____
13. SELECT BLACK POWER ON BUTTON ON AMP _____
PROGRAM IS NOW BROADCASTING!!
14. AFTER BROADCAST ENDS:
 - a. TURN OFF POWER TO AMP _____
 - b. TURN OFF POWER TO VIDEO CAMERA _____
15. IF DURING NORMAL HOURS:
 - E. INFORM SCHOOL BROADCAST IS COMPLETE _____
 - F. DEPART PREMISES _____
16. IF AFTER HOURS
 - G. SECURE LIGHTS _____
 - H. LOCK ACCESS DOOR _____
 - I. DEPART PREMISES _____

APPENDIX F

NOTTINGHAM COMMUNITY (NCTV) EQUIPMENT SIGN OUT FORM

I, _____ request permission to sign out and use
(NAME, PLEASE PRINT OR TYPE)

at the residence/location _____.(ADDRESS)

This equipment will be used exclusively for creating / producing the following program:

and it will be returned on _____(DATE)

I accept full responsibility for the equipment while it is signed out to me. I understand any damage, lost, or misplaced equipment will be charged to me. I further agree to repair or replace any lost or damaged equipment.

SIGNATURE OF REQUESTOR

(DATE)

SIGNATURE OF TOWN ADMINISTRATOR

(DATE)

APPENDIX G
PARENTAL CONSENT AND AUTHORIZATION FORM

The Parental Consent and Authorization form is to be used when parental consent is required for the participation of minors between 15 to 18 years of age. Minors under the age of 15 are not allowed to participate due to safety and equipment issues.

PARENTS AND/OR LEGAL GAURDIANS ARE SOLELY, LEGALLY AND FINANCIALLY RESPONSIBLE FOR THE ACTIONS OF THEIR CHILD DURING ANY TYPE OR MANNER OF PARTICIPATION WITH NOTTINGHAM PUBLIC ACCESS TV.

THE TOWN OF NOTTINGHAM, ANY AND ALL EMPLOYEES OF THE TOWN OF NOTTINGHAM, NOTTINGHAM PUBLIC ACCESS TV, AS WELL AS ANY AND ALL VOLUNTEERS ASSOCIATED WITH NOTTINGHAM PUBLIC ACCESS TV WILL NOT BE HELD LIABLE IN ANY WAY FOR THE ACTIONS OF ANY MINORS OR ANY INCIDENTS WHILE ASSOCIATED WITH NOTTINGHAM PUBLIC ACCESS TV.

If you have any questions about Nottingham PATV or your child's participation, please call the town administrator at 603-679-5022.

You are making a decision about allowing your (son/daughter/child/infant/adolescent youth) to participate in NPTV. Your signature below indicates that you have read the information provided above and have decided to allow him or her to participate in NPTV. If you later decide that you wish to withdraw your permission for your (son/daughter/child/infant/adolescent youth) to participate in the study, please notify the town administrator or designated NCTV representative.

BY SIGNING THIS AUTHORIZATION AND CONSENT FORM, PARENTS AND/OR LEGAL GAURDIANS ARE SOLELY, LEGALLY AND FINANCIALLY RESPONSIBLE FOR THE ACTIONS OF THEIR CHILD IN ANY FORM OF PARTICIPATION WITH NOTTINGHAM PUBLIC ACCESS TV.

You may discontinue his or her participation at any time.

Printed Name of (son/daughter/child/adolescent youth)

Signature of Parent(s) or Legal Guardian

Date

Signature of Town Administrator

Date